

MILITARY TRANSFER ADDENDUM

1. Addendum. This Addendum to the Lease dated 09/17/2013 between Company, Agent for, Timbers Townhomes known as Lessor and Riana Reemster for the dwelling unit to Alma, shall be incorporated in aforesaid Lease.

For the purposes of this addendum, "you" means a service member as defined by the "U.S. Service members Civil Relief Act" (SCRA).

- 2. Reason for Addendum. Congress has enacted into law the "U.S. Service members Civil Relief Act" (SCRA). This law, among other things, modifies the rights of military personnel to terminate a lease in certain cases and provides that military personnel may waive their rights under the SCRA in certain circumstances. There are different interpretations of how the SCRA affects dependents' and occupants' rights to terminate a lease in the event of a deployment. This addendum clarifies your rights and our obligations in the event of a deployment. This addendum provides for a limited waiver of the terms of the SCRA. However, we agree to grant individuals covered by the SCRA and their spouses all the rights described in this addendum.

3. ~~Military personnel right to terminate.~~ Except as provided in paragraphs 4 or 10 below, you or your spouse may terminate the Lease if you enlist or are drafted or commissioned in the U.S. Armed Forces during the original or renewal Lease term. You or your spouse also may terminate the Lease if:

- a. you are (1) a member of the U.S. Armed Forces or reserves on active duty or (2) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- b. You (1) receive orders for permanent change of station, (2) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (3) are relieved or released from active duty.

If you or your spouse terminates under this addendum, we must be furnished with a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute permanent change-of-station orders.

4. Exception for termination upon deployment orders. If you or your spouse are terminating the Lease due to deployment orders, you or your spouse may terminate the Lease only on the condition that during the remainder of the original or renewal Lease term neither you nor your spouse will accept an assignment for or move into base housing, or move into other housing located within 45 miles of the dwelling unit described above.

If you or your spouse terminate the Lease and violate this paragraph, the Lease shall be deemed to have not been legally terminated and you and your spouse shall be in default under the Lease. In that event, we will have all legal remedies, including those described in the Lease, such as charging a termination fee as described in the Lease Termination Addendum and liquidated damages.

5. Effect of housing allowance continuation. The fact that the service member continues to receive a housing allowance for the service member's spouse and/or dependents after deployment does not affect the right of the service member or the service member's spouse to terminate unless otherwise stated in paragraph 10 of this addendum.

6. Other co-residents. A co-resident who is not a spouse of a service member may not terminate under this addendum. You and your spouse's right to terminate the Lease under this addendum only affect the Lease as it applies to you and your spouse; other resident's rights and obligations under the Lease remain unchanged.

7. Termination date. If you or your spouse terminate under this addendum, all rights and obligations of you and your spouse under the Lease will be terminated 30 days after the date on which the next rental payment is due, with the exception of obligations arising before the termination date and lawful security deposit deductions.

8. Representations. Unless you state otherwise in paragraph 10 of this addendum, you represent when signing this addendum that: (1) you have not already received deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease term; and (3) the term of your enlistment or obligation will not end before the Lease term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, less rent from others received in mitigation under the terms of the Lease. You must immediately notify us if you are called to active duty or receive deployment or permanent change of station orders.

9. Other rights unchanged. All other contractual rights and duties of both you and us under the Lease remain unchanged.

10. Addition provisions. The following provisions will supercede any conflicting provisions of the Lease and this addendum.

NONE

By:

Authorized Management Representative

Resident

Resident

Resident

Date

Date

Date